

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City Council Meeting

January 18, 2022

5:00 p.m.

Blue Ridge City Hall

A G E N D A

- 1) City Clerk Call Meeting to Order
- 2) Prayer and Pledge of Allegiance
- 3) Oaths of Office for Mayor and Council Members
- 4) Approval of Minutes from Previous Meeting
 - a) December 21, 2021 (Council Meeting)
 - b) December 21, 2021 (Public Hearing)
- 5) Approval of Agenda or Motion to Amend Agenda (if applicable)

Public Comments (for all speakers who have signed up the previous week):

- 1) Monthly Downtown Development Authority Update
- 2) Monthly Blue Ridge Business Association Update
- 3) Tom Fennell – Increase of Business License
- 4) Patrice Johnston – Dogs in the City Park
- 5) Donna Thompson – Development

Action Agenda Items (Items requiring the approval of the Council):

- 1) Mayor Pro Tempore Appointment
- 2) City Council Appointments (charter)
 - a) City Attorney
 - b) City Clerk
 - c) Police Chief
 - d) City Treasurer
 - e) Municipal Court Judge
 - f) Levy Officer
- 3) Prosecuting Attorney of the Court Appointment
- 4) City Auditor Appointment
- 5) Downtown Development Authority Appointments
- 6) Planning and Zoning Appointment
- 7) Council Meeting Rules of Procedures and Core Mission Statement
- 8) ETC Service Agreement (tabled from last month)

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

- 9) Water Plant Surveillance System (tabled from last month)
- 10) County Emergency Notification System Change – BH
- 11) Executive Parking Contract Termination – RH
- 12) Parking proceeds allocation-RH

Purchasing Approvals:

- 13) Replacement for gutters on Baugh House (tabled from last month)
- 14) 3rd Party Leak Detection Services – BH
- 15) Lance Trucking – MR
- 16) Pipe Inventory for Water Distribution – BH
- 17) Parking Kiosk

Discussion Agenda Items (Items for discussion only):

- 6) Executive Session
- 7) Adjournment

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

Public Hearing
December 21, 2021
4:00 p.m.
Blue Ridge City Hall

MINUTES

Present:

Mayor Pro-tem: Rhonda Haight

City Clerk: Amy Mintz

Prayer and Pledge of Allegiance

Mayor Pro-tem Rhonda Haight lead the Prayer and Pledge of Allegiance.

Open Public Hearing

Mayor Pro-tem Rhonda Haight opened the Public Hearing.

1) Present the process and timeline for the Joint Comprehensive Plan for 2022

Mayor Pro-tem Rhonda Haight stated this is a Public Hearing to go over the Fannin County Joint Comprehensive Plan.

Juliann Meadows with the Northwest Regional Commission came up to the podium to explain the Plan and the timeline. She stated she will be working with the City of Blue Ridge, Fannin County, and each Municipality on updating the Comprehensive Plan. She stated the Georgia Planning act of 1989 requires each local government in Georgia to prepare and update its comprehensive plan and allows each local government to maintain its qualified local government status.

Ms. Meadows stated the Northwest Regional Commission works closely with the city to update the plan at no cost to the community, since they are funded by the state. She stated to meet the deadline of October 2022, we will go through a public process, finding stakeholder within the community, and will holding meeting that will be open to the public.

Mayor Pro-tem Rhonda Haight stated in January there will need to be a report of accomplishments finished.

Mayor Pro-tem Rhonda Haight read off the Comprehensive plan deadlines. (Attached to supporting documents.)

Mrs. Haight stated this process will allow the city to receive grants from the state.

Close Public Hearing

Mayor Pro-tem closed the public hearing.

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

Mayor, Rhonda Haight

Approved

City Clerk, Amy Mintz

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City Council Meeting

December 21, 2021

5:00 p.m.

City Hall

MINUTES

Present

Mayor: Donna Whitener

Council Members: Rhonda Haight, Nathan Fitts, Mike Panter, Robbie Cornelius

Finance Director: Michael Richardson

Zoning, Land Development, and Project Manager: Jeff Stewart

Street Department Supervisor: Tony Byrd

City Clerk: Amy Mintz

1) Call Meeting to Order

Mayor Donna Whitener called meeting to Order.

2) Prayer and Pledge of Allegiance

Council Member Robbie Cornelius led the prayer.

Mayor Donna Whitener led the Pledge of Allegiance.

3) Approval of Minutes from Previous Meeting

a) November 16, 2021 – City Council

Council Member Mike Panter made a motion to accept the minutes.

Council Member Rhonda Haight seconded the motion.

All in Favor.

b) December 7, 2021 – Public Hearing

Council Member Mike Panter made a motion to accept the minutes.

Council Member Rhonda Haight seconded the motion.

All in Favor.

c) December 7, 2021 – Special Called (employment approval)

Council Member Rhonda Haight made a motion to accept the minutes.

Council Member Mike Panter seconded the motion.

All in favor.

4) Approval of Agenda or Motion to Amend Agenda (if applicable)

Mayor Donna Whitener asked to amend the agenda and allow Discussion Item 17, Tacie Jo with the 2020 financial statement come before the action agenda items

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

Council Member Rhonda Haight made a motion to amend the agenda and move Tacie Jo with the 2020 Financial statements after public comments.

Council Member Mike Panter seconded the motion.

All in favor.

Public Comments (for all speakers who have signed up the previous week):

1) Cesar Martinez – DDA Update

Chairman Cesar Martinez explained Board Member Nichole has already met with the vendors for signage and still needs to meet with Ace Hardware. Mr. Martinez stated Nichole has already met with the other group and they are outlining where some of the signs need to go.

Chairman Martinez stated Board Member Russell is currently working with someone who will fix the internet and cell availability in downtown. Mr. Martinez said as soon as he has all the information together, he will bring it to the council.

Chairman Martinez stated the next item is the next DDA meeting. Mr. Martinez advised the next meeting would be January 3rd, and would fall before the next council gets sworn in. Mr. Martinez stated the meeting is generally when they bring the council in, so he will be postponing the meeting until February 7th, 2022.

2) Cesar Martinez – BRBA Update

Chairman Cesar Martinez explained they will be having their 11th annual fire and ice festival on February 19th, 2022.

3) Donna Thompson – Development

Audience member Donna Thompson came to the podium to voice her concerns. Ms. Thompson stated she had a few questions regarding the Kiker development that is going to be voted on at tonight's meeting.

Ms. Thompson stated it is disappointing that we are not hearing questions from the guys from the last meeting. Donna stated the council approved this project asking that final plans return to the council for final approval but have been no dimensions or details provided so it is impossible for the council to make a responsible decision without the information.

Ms. Thompson said she would like for someone to tell the concerned citizens what the elevation is going to be at the street level to the top of the building. Ms. Thompson advised she has been contacted by builders and they are estimating the building will be over 90 foot at street level at the intersection. She asked if this was the reason for details being hidden from the public by the developer, property owner and the city council. Ms. Thompson stated impact studies should have been required.

Donna stated to not ask questions, represent, and protect the city is negligent on your part. Ms. Thompson voiced concerns regarding traffic volume, turn lanes, sidewalks, storm drains, water, sewer, and police. She stated comparing it to the soils request it shows tremendous

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

discrimination or preferential treatment. She advised there is less information here than there was on the soils request, yet no questions being asked.

Donna stated at the last meeting three council members voiced concerns for a potential lawsuit and are basing your vote on a threat of the lawsuit or on the city ordinances. She said the question remains, who empowered the city attorney to make decisions without the knowledge of the city council. Attorneys are very selective about their words and one incorrect or misused word in a document can change the interpretation of the entire document.

Donna stated Mr. Balli stated in a letter to Mrs. Doss that Kiker is not limited by the current moratorium and may construct the building as shown on the approved elevation. Ms. Thompson asked who approved the elevation and when, how and by whom was it done and when did the decision transfer from judge Kiker to wham development.

Donna stated grandfathering usually does not always transfer with the sale of property. She advised the council she had a petition signed by approximately 750 people with numerous comments.

4) Richard Arnold – Rezoning on West Fain, Special Land Permit East 2nd

Moved to speak during public hearing for the properties.

5) Richard Arnold – Kiker property

Richard Arnold came up to the podium to voice concerns. He stated he did not have much to add after the points Donna Thompson made. He said you can tell by looking at the audience that the majority of the people present are opposed to the development of the condos.

Richard stated every time he drives by the property, he thinks of the way they have it set in the drawings, you will be looking at a wall that will basically block out the sun. He said we can't stop them from building something in CBD at 35 feet like it states in the ordinance. He stated if the owners and developers are really wanting to work with the community, they should come up with another plan to set it differently on the property. Mr. Arnold stated the city and the county do not want the condos.

Discussion Agenda Items (Items for discussion only):

1) Auditor Tacie Jo – 2020 Financial Statements - MR

Mayor Donna Whitener advised Tacie Jo works with Walker and Welch and does the City's audit at the end of the year.

Tacie Jo stated she is an engagement partner and has been work on the City of Blue Ridge audit for several years. She advised they finished the audit in September and had another clean audit this year as they have had in the past. Tacie said they had a few things change on the 2020 financial statement, one being the DDA. She said now that they have revenues and expenses it is now a separate column on the financial statement.

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

Tacie stated overall the financials looked good and only had one finding, segregation of duties, which is the same finding they have had for a few years now. Tacie stated the City is doing the best they can with the resources and staff we have. She said they do like that the Mayor and Council continue to be involved in the finances, which is one of the mitigating factors to our risks and gives an added level of protection.

Tacie advised they did have an elected official contact them regarding a tax issue, and since they are auditors, it does have to be reported. She stated they did look at taxes closer for the 2020 because the issue raised to them was in a year that had not been audited. She said when looked at they were happy to see the issue had been resolved and the uncollected amount remained at an immaterial amount.

Tacie stated other than that they did not have any findings that she thought needed brought to the council's attention.

Mayor Whitener stated one of the things that probably did not work in our favor along with other cities was the pandemic.

Tacie stated one thing they did test during the pandemic was whether the cities controls were still functioning. She stated the signatures where who they were supposed to be, the invoices were still approved, purchase orders existed, and the council approved the invoices even though there was trouble having meetings.

Action Agenda Items (Items requiring the approval of the Council):

- 2) Rezoning Request: Martin Velasques 51, 61, 71 West Fain Street. Proposed C2 (General Commercial) From R1 (Low Density Residential)

Mayor Donna Whitener opened the Public Hearing.

- a) Allow Applicant 10-Minuties to Present His or Her Case.

Martin Velasques came up to the podium to present. Mr. Velasques stated he owns restaurants in Atlanta and bought property in Blue Ridge because he believes it would be a good location for his restaurant.

Kristen Young also came up to the podium to help speak on behalf of Mr. Velasques. Mrs. Young stated the property is located by Home Depot and is surrounded by other commercial property. Mrs. Young said they have a demo permit and have already taken the houses down on their property.

Kristen Young advised they have an easement going into the property behind where body plex and the auto parts store is located for easy access and will not hinder traffic on Highway 5.

Richard Arnold came up to the podium and advised he was not opposing the property but wanted to voice his opinions. Mr. Arnold advised accessing West Fain Street off Highway 5 is dangerous. He stated he would like to see when the easement goes in an easy access road straight to West Fain Street versus having to pull into a parking lot and go around their customers to access the road.

- b) Allow Opposing Parties 10-Minuties Collectively to Present His or Her Case.

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

No opposing parties.

Mayor Donna Whitener closed the public hearing.

- c) Planning Commission Recommendation for First Public Hearing on December 7th, 2021.

Zoning, Land Development, and Project Manager Jeff Stewart came up to podium to present. Mr. Stewart said the property is in an island surrounded by commercial and believes it should all be commercial. Mr. Stewart said he has no objection to the rezone. He believes it should all be commercial.

Council Member Mike Panter made a motion to approve all lots go from R2 to C2 with general upgrades to water and sewer at the owner's expense.

Council Member Rhonda Haight seconded the motion.

ROBBIE (X) MIKE (M) RHONDA (S)

All in favor. Motion passed.

- 3) Special Land Use Permit / Short Term Rentals Request: Abigail Engles 529 East Second

Mayor Donna Whitener opened the Public Hearing

- a) Allow Applicant 10-Minutes to Present His or Her Case.

Abigail Engles came up to the podium to present. She stated it is her property and when she purchased it, she believed it was already zoned for R3 in the tax records. Mrs. Engles said she believed she would be approved after re-applying. She stated the surrounding establishments are either commercial or short-term rental. She advised she works with Georgia Mountain Cabin Rental and the people she rents out to are 25 years and older, vetted by the company and makes the renters pay in advance.

Mrs. Engles said her plan is for her and her family to retire to Blue Ridge in four years and does not want to do anything that would leave a negative impact or footprint on the town.

Mrs. Engles advised how the property was listed for sale stated it was a peacefully furnished home that is an established vacation rental.

Council Member Rhonda Haight stated she saw the Sellers Property Disclosure and it stated on there that the buyer would have to reapply.

Council Member Nathan Fitts stated also on the Disclosure it says all information is deemed reliable but is not guaranteed. Council Member Mike Panter noted it also says no conditions and no restrictions.

- b) Allow Opposing Parties 10 Minutes Collectively to Present His or Her Case.

Richard Arnold came up to the podium to voice his opinions on the matter. Richard advised he makes his living off short-term rental management. He stated last time the property was turned down at a planning and zoning meeting and turned down at the city council meeting. He advised the owners had paid their taxes after renting it out for several months, which made a binding contract with the city, so the city had to come back and let them keep it as a short-term rental.

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

Mr. Arnold stated he believes every short-term rental special permit has been denied and would be setting a bad president if the city approves this one. He stated most of the residents in the city do not want the short-term rental.

Mayor Donna Whitener closed the Public Hearing.

c) Planning Commission Recommendation for First Public Hearing on December 7th, 2021.

Zoning, Land development, and Project Manager Jeff Stewart came up to give his recommendations. Jeff stated he did not have much to add other than the property has been rented all this time until it was sold. Mr. Stewart stated it is part of the ordinance it can be approved if the council voted for it. He stated nightly rentals are allowed in any commercial, C1, C2, CBD and M1, not in residential unless they have a special land use permit.

Council Member Rhonda Haight advised she visited the neighbor to this residence, unrelated to this, approximately two months ago and the neighbor voiced concerns about people constantly coming and going. They also have a fire pit in the back and would stay up late causing a disturbance for her. Mrs. Haight said based on that she does not agree with it being approved. Council Member Nathan Fitts stated the way he looks at it, is why do they set ordinances in place if they are not going to follow them. Mr. Fitts said he has been against it from the beginning. Mr. Fitts said if we are going to have the ordinance in place, we need to either follow it or don't have it at all.

Council Member Rhonda Haight stated the new incoming council has talked about adding to the ordinance so there is no variance. Mrs. Haight said she believes it is also putting more pressure on the zoning board when they come before them, because the ordinance states short-term rentals are not allowed in residential. Mrs. Haight stated she wants to protect the residential areas.

Zoning, Land Development, and Project Manager Jeff Stewart said having the special land use permit that people can apply for is giving false hope. He stated he would agree to change the ordinance.

Council Member Rhonda Haight made a motion to deny the special land request.

Council Member Nathan Fitts seconded the motion.

ROBBIE (NO) MIKE (X) NATHAN (S) RHONDA (M)

3-1. Motion passed to deny permit.

4) GDOT Hothouse Creek water line project – BH

Mayor Donna Whitener advised this is a water line that needs to be relocated. Mayor Whitener explained this is a project that can be put out for bid under the bid amount. Mayor Whitener said the time frame has continued to be pushed out so they may have time go through a bid process if wanted. Mayor Whitener stated it would probably be under \$100,000 dollars but could also get three quotes if preferred. Mayor Whitener said the task release for Carter and Sloope has already been approved for this project, so the final plans are ready there just needs to be a decision on if the project will be put out for bid or just take three quotes.

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

Council Member Rhonda Haight asked if they were certain the project would be under the \$100,000 dollars. Mrs. Haight stated this project need to be completed since it has already been pushed out several times.

Mayor Donna Whitener stated the council has not pushed it off, GDOT pushed it out and she believes it will not start in January. Mayor Whitener said even if the money is let in January, the project will not start until June or July.

Council Member Rhonda Haight stated she believed Matt said the project would start in January. Mayor Whitener stated if the money is let that does not mean they are ready to write a check, it just means the money is allocated.

Mayor Donna Whitener said GDOT has moved and changed the project several times. Mayor Whitener said it is up to you (Rhonda) if you want to try and bid it out or get three quotes.

Council Member Rhonda Haight stated she would prefer to bid it out to make sure if it does happen to be over \$100,000 dollars since they need it done, or the water lines will be under concrete.

Zoning, Land Development, and Project Manager Jeff Stewart mentioned the process will be longer if it is put out for procurement. Council Member Rhonda Haight stated Mayor Whitener seems to think the project will not start in January, so by putting it out for procurement they are safeguarding the \$100,000 dollars. Mayor Donna Whitener stated it could always be changed in January with the new council, but at least this will start the process.

Mayor Whitener clarified for the new council and audience that this project is to move a water line because most every bridge in the stated of Georgia is being replaced or repaired. Mayor Whitener said the State of Georgia was not sure with the pandemic about the funding they would have so they moved a lot of the projects out.

Mayor Whitener stated the engineering has been done and the council has approved it and now the decision needs to be made on if they are going to bid the project out or get three quotes.

Council Member Nathan Fitts made a motion to put the GDOT PI642170 out for a bid.

Council Member Rhonda Haight seconded the motion.

ROBBIE (X) MIKE (X) NATHAN (M) RHONDA (S)

All in favor. Motion passed.

5) ETC Service Agreement Renewal – DW

Mayor Donna Whitener explained she had mentioned this to Court Clerk/ Office Manager Barbie Gerald and thought we were renting our system, but decided it was purchased. Mayor Whitener stated she did not know if the new council would want to renew the contract or get quotes. Mayor Whitener said she believes the systems were brand new last year or the year before.

Mayor Whitener said they could look at changing if wanted or to stay with ETC, which gives a 25% discount.

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

Council Member Nathan Fitts asked if it could wait 30 days and maybe the new council could work on new quotes.

Mayor Whitener advised the contract covers all the city buildings. Mayor Whitener stated she does not think ETC is going to disconnect the service to receive the discount, so if they want to wait and let the new council vote. Council Member Nathan Fitts stated he thinks the new council should have time to review and discuss what options they have.

Mayor Donna Whitener stated her suggestion would be to table this.

Council Member Nathan Fitts made a motion to table the ETC Service Agreement.

Council Member Mike Panter seconded the motion.

ROBBIE (X) MIKE (S) NATHAN (M) RHONDA (X)

All in favor. Motion passed.

6) Water Plant Surveillance System – BH

Mayor Donna Whitener advised they received two quotes for surveillance systems, and they are very different in cost. One is \$24,257.00 and the other one is \$8,251.70.

Mayor Whitener suggested to pass to the next council, because one of the newly elected council members is an expert in this technology. Mayor Whitener said there are currently cameras at the water plant that are operational.

Council Member Rhonda Haight said she is fine with tabling this for the next council because they have also discussed with the new council who will be monitoring the security as well.

Council Member Nathan Fitts made a motion to table the security and surveillance estimates at the water plant.

Council Member Mike Panter seconded the motion.

ROBBIE (X) MIKE (S) NATHAN (M) RHONDA (X)

All in favor. Motion passed.

7) Budgeted Cost of Living Raises – DW

Mayor Donna Whitener advised they had budgeted four percent for the cost of living raises.

Mayor Whitener stated she heard on the news where the cost of living is approximately five or six percent, but it was already budgeted as four percent and would start with the January payroll.

Mayor Whitener stated she recommend they go ahead and pass the four percent since it was already budgeted and if the new council wants to up the raise, it would be up to them.

Council Member Mike Panter made a motion to approve the budgeted four percent raises to all employees.

Council Member Nathan Fitts seconded the motion.

ROBBIE (X) MIKE (M) NATHAN (S) RHONDA (X)

All in favor. Motion passed.

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

8) FEMA Determination Memo – DW

Mayor Whitener explained this is regarding the project on Bullen Gap. She stated FEMA said they are not going to be paying a portion of the project. Mayor Whitener said the water line was on the edge of the road and not the center. Mayor Whitener stated we had lost the edge of the road, so we had to put the water line back to the center. She advised they also had other issues on that road, so we went ahead and paved it.

Mayor Whitener stated FEMA is not going to pave anything from Mountain Tops to the line so there needs to be an appeal when the new council comes in.

Council Member Rhonda Haight stated the new council has already been working on this and she believes what happened is the road was paved beyond the scope of the work. Mrs. Haight said the FEMA area was up until Mountain Tops and the road was paved beyond that.

Council Member Rhonda Haight advised she spoke with previous Financial Advisor Alicia Stewart and what should have been done was the remainder of the road should have gone through our purchasing policy. Mrs. Haight advised what happened was FEMA came in and said we put approximately \$300,000 dollars into paving, and they would give the money up until as certain point. Mrs. Haight stated they should have never turned in the rest of it since it was non-FEMA related.

Council Member Rhonda Haight stated Johnson paving gave the original submitted, which included all work done and the council will send back along with the appeal the part that was not included in the FEMA, which was the \$25,000 dollars, which should have not been turned in to begin with because it was not part of the natural disaster area.

Council Member Mike Panter asked if the restructuring of the water lines is included. Council Member Rhonda Haight stated no, the water lines were included in the original, and only went to Mountain Tops entrance. Mrs. Haight stated they have already been reimbursed for the \$65,000 on that. She stated what is being disputed is the paving bill because we went beyond the scope of where the natural disaster occurred.

Mayor Donna Whitener stated it should have been two separate invoices from Johnson paving. Council Member Rhonda Haight stated FEMA was requesting supporting documents where the paving was done, and the only thing sent back from the City stated the area paved was correct. Mrs. Haight stated the dispute stated the applicant confirmed that this is correct, FEMA also requested maintenance records which the applicant stated there is none.

Mayor Donna Whitener stated Street Supervisor Tony Bird kept up with the maintenance records. Council Member Rhonda Haight stated Street Supervisor Tony Byrd was not involved in this project, it was Zoning, Land Development, and Project Manager Jeff Stewart and Mayor Whitener.

Council Member Rhonda Haight said Finance Director Michael Richardson will be working on the appeal and will submit it to the before the deadline in January.

9) Sublease/ Blue Ridge Scenic Railway – DW

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

Mayor Donna Whitener said while talking to the Chamber, the railroad and the bicycle company had already spoke and they had not. Mayor Whitener suggested for all companies to speak regarding this since the bicycle company is wanting to lease a portion of the caboose. Mayor Whitener suggested this item be tabled for the new council.

Council Member Rhonda Haight stated she has been in contact with all of them and they are fine with it. Mrs. Haight said they are subleasing the caboose and they are going to offer a space to them so they can have a ticket area.

Mayor Donna Whitener asked Council Member Rhonda Haight who she spoke with at the chamber that agreed. Council Member Rhonda Haight advised she spoke with Christy and Mike at the Chamber. Mrs. Haight stated she believed they did not have a problem with this unless they told Mayor Whitener differently.

Mayor Donna Whitener stated she believes all companies would like to meet with the Council to discuss.

Council Member Nathan Fitts made a motion to table the Sublease.

Council Member Mike Panter seconded the motion.

ROBBIE (X) MIKE (S) NATHAN (M) RHONDA (X)

All in favor. Motion passed.

10) Resolution to adopt Hazard Mitigation Plan – AM

City Clerk Amy Mintz advised she has been in contact with Robert Graham who stated most changes to the Mitigation Plan was in the mitigation's actions.

Council Member Rhonda Haight stated this is something that does need to be completed because we can not get FEMA funding unless it is in place, so we need to reactivate this and do a resolution. Mrs. Haight said Robert Graham advised the only changes came from the population, stakeholders and what they would consider high risk areas.

Council Member Rhonda Haight made a motion to approve the resolution to accept Hazard Mitigation Plan.

Council Member Mike Panter seconded the motion.

Mayor Donna Whitener read the Hazard Mitigation Plan Resolution (attached to minutes)

Council Member made a motion to approve the resolution to accepting the Fannin County Hazard Mitigation Plan.

Council Member Nathan Fitts seconded the motion.

ROBBIE (X) MIKE (X) NATHAN (S) RHONDA (M)

All in favor. Motion passed.

11) Robbman Scott Kiker and Wellington Ford 200 West 1st Street

Council Member Rhonda Haight stated at the last meeting they asked to get a legal opinion regarding the development and the opinion came in last Thursday and was sent out to all current and new council members.

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

Council Member Mike Panter stated the legal opinion came in on the 15th and the same attorney applied for the City Attorney position on the 16th, and he believes that is a conflict of interest.

Council Member Rhonda Haight stated she did not think it is a conflict of interest, and believes he is very qualified and would be prepared on this case.

Council Member Rhonda Haight read the legal opinion sent from Smith Conerly. (Attached to minutes). Mrs. Haight stated the Attorneys opinion is they are not grandfathered in and are many reasons as to why they are not. Mrs. Haight said one of the reasons being they do not grandfather things according to the ordinance.

Mrs. Haight stated the Attorney has provided factual background, legal analysis, and his opinion (five-page document) is they should adhere to the 35-foot height requirement.

Council Member Mike Panter stated he also has an opinion dated December 15th from Attorney James Balli and asked if Council members would like a copy.

Council Member Nathan Fitts stated no, he has seen the letter and disagrees. Council member Mike Panter asked Council Member Nathan Fitts if he had seen the letter dated December 15th and addressed to him. Council Member Rhonda Haight stated the letter was not sent out to the rest of the council members.

Council Member Nathan Fitts asked why the City Attorney would only send the opinion to Council Member Mike Panter and not the rest of the council.

Council Member Nathan Fitts stated policy says if one thing is sent to one council member it is sent to all council members.

Council Member Mike Panter read the legal opinion sent from James Balli. (Attached to minutes)

Council Member Nathan Fitts stated he believes they never received an answer on why Mr. Balli made a decision based on the city council when the city council did not vote on anything.

Council Member Rhonda Haight stated she was not going to discuss this item long and made a motion, based on the legal opinion of Smith and Conerly, the Robbman Scott Kiker and Wellington Ford property located at 200 West First Street be denied a building permit for a 60-foot building, which did fit previous zoning, and follow the 35- foot ordinance that is currently in place as per the CBD zoning. Mrs. Haight said they will come back to the council as the planning commission recommended and submit final plans that meet these requirements. Council Member Nathan Fitts seconded the motion.

The Attorney for the Kiker property stated that is a garbage legal opinion.

Mayor Donna Whitener stated it also says in the legal opinion from Smith Conerly that if his understanding of the operative facts is incorrect it could affect the legal analysis set forth.

Council Member Rhonda Haight stated she is willing to chance it, because the city is worth fighting for.

Mayor Donna Whitener asked the Attorney for the Kiker property if he would like to speak.

Council Member Rhonda Haight stated the Attorney has had his chance to speak when he came

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

to the Council Meeting for the public hearing. Mrs. Haight stated she has made a motion and there is a second.

Mayor Donna Whitener stated she is still the mayor and can ask if the Attorney would like to speak.

Mayor Donna Whitener stated they have a first and second so there is discussion.

Mayor Donna Whitener asked Council Member Rhonda Haight to restate her motion.

Council Member Rhonda Haight made a motion, based on the legal opinion of Smith and Conerly, the Robbman Scott Kiker and Wellington Ford property located at 200 West First Street be denied a building permit for a 60-foot building, which fit the previous zoning ordinance, with that they will follow the 35- foot ordinance that is currently in place as per their CBD zoning. Mrs. Haight said they will come back to the council as the planning commission recommended and submit final plans that meet these requirements prior to receiving a building permit.

The Kiker Attorney stated that Georgia Law requires him to preserve constitutional challenges, so he needs to raise them now if he is going to raise them later. He stated there already were issues of abuse of discretion, arbitrary and capricious action, and the fact they are basing this off a reading of a legal opinion on a standard that requires a factual application, the reason that judges and juries exist to begin with, when there is not a chance that the Attorney had any information that applies to those standards.

The Attorney stated his understanding was the council was going to get a legal opinion and he was going to have a chance tonight to speak on it. He stated for the purposes of the city councils' actions, he wants to reserve right now that if the city council decides to deny this permit based on the legal opinion, those are the constitutional challenges of that action are abuse of discretion, arbitrary and capricious action, giving a domain and taking without just compensation.

The council stated they are ready to vote.

Council Member Robbie Cornelius stated she does not agree with Council Members Rhonda Haight and Nathan Fitts.

Council Member Rhonda Haight clarified she is stating no, it should be 35-foot and not 60-foot.

Council Member Mike Panter stated he is saying yes, it should be exactly the way it was approved by the planning and zoning and the council.

Council Member Rhonda Haight stated it was never approved to begin with.

Council Member Mike Panter advised he is going based off City Attorney James Ballis' opinion.

Council Member Rhonda Haight wanted to clarify that Council Members Robbie Cornelius and Mike Panter are stating the building to be 60-feet.

Council Member Rhonda Haight stated in the summary of intent for rezoning submitted by Scott Kiker, which was not done correctly and believes it could be appealed, one partner who has 25% interest did not sign the agreement. Mrs. Haight stated everyone on the deed has to

City of Blue Ridge

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sign, if it is an LLC, you must submit a resolution showing who has authority to sign. She stated the first issue goes back to the beginning, and believes the zoning was not done correctly.

Council Member Rhonda Haight stated it is in her opinion that this is an invalid zoning because the partner did not sign the zoning request. Mrs. Haight stated it goes on to say the proposed use is condominiums, three stories and is why the planning commission wanted him to come back to the council because of the ambiguous plans.

The Attorney stated at the Planning commission meeting they stated parking plus four.

Council Member Rhonda Haight stated the entire zoning application was done incorrectly from the beginnings and questions if it was truly rezoned if done incorrectly.

Council Member Rhonda Haight stated her vote is no, they should have to follow the 35-foot.

Mayor Donna Whitener stated she heard from the audience and is hearing rumors that people are willing to pay them off to go away. Mayor Whitener asked the Attorney how much they are currently at with this project. The Attorney stated they are at 21 million dollars currently for this project.

Mayor Donna Whitener stated she listened to the planning and zoning commission and John Suave made a comment that this will be a good fit and the gateway to the City of Blue Ridge.

Council Member Rhonda Haight stated at three stories, which is on his application, let it be the gateway and come in.

Council Member Rhonda Haight stated they have two Council Members saying no and two yeses and that leaves Mayor Donna Whitener to have the deciding vote.

Mayor Donna Whitener advised the town does have the infrastructure.

Mayor Donna Whitener stated to pass it for their zoning and plans.

Council Member Rhonda Haight stated there are no renderings and have been no final elevations.

Mayor Donna Whitener stated to move on to purchasing approvals.

Purchasing Approvals:

12) Go Green Spray Foam (Depot) – NF

Council Member Nathan Fitts made a motion to approve in the amount of \$3,570.75.

Council Member Mike Panter seconded the motion.

ROBBIE (X) MIKE (S) NATHAN (M) RHONDA (X)

All in favor. Motion passed.

13) Carter & Sloope – Invoice numbers 25822 and 25819 – BH

Council Member made a motion to approve invoice 25822 in the amount of \$7,675.00 and invoice 25819 in the amount of \$4,530.00.

Council Member Mike Panter seconded the motion.

ROBBIE (X) MIKE (S) NATHAN (M) RHONDA (X)

All in favor. Motion passed.

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14) Stites Road (paving quotes) – JS

Mayor Donna Whitener advised at mineral springs park there is a road that goes around the back side that the county owns part and now the city owns part of it. Mayor Whitener stated this road is heavily traveled within the city. Mayor Whitener stated the County owns part of the road and paved it a few years back. Mayor Whitener stated a lot of the school buses use the road.

Zoning and land development Jeff Stewart stated the city would pave up to where the County started and would finish it out.

Council Member Rhonda Haight stated Street Supervisor Tony Byrd and herself went out and look at it and she is fine with paving it. Mrs. Haight advised there are also three other city roads that she would like to have paved as well. Mrs. Haight stated they have been putting money into those with gravel and fixing potholes.

Mrs. Haight said she does not have a problem with paving Stites road but thinks the city needs to pave the others as well.

Street Supervisor Tony Byrd stated the other roads needing paved will be Wilson Street, Waldrop, Card Lane, and the access road to the water plant.

Council Member Mike Panter stated Card Lane is not a city street. Council Member Rhonda Haight stated it is a city street and has a public city sign.

Street Supervisor Tony Byrd stated he pulled the plat, and it is a city street. Council Member Rhonda Haight stated if it is determined to not be a city street, they will take it off the list.

Council Member Rhonda Haight made a motion to approve the paving of Stites Road and use Johnson Paving in the amount of \$23,219.65

Council Member Nathan Fitts seconded the motion.

ROBBIE (X) MIKE (X) NATHAN (S) RHONDA (M)

All in favor. Motion passed.

15) Mountain Tops Pump Station Emergency Repair Ratification – BH

Mayor Donna Whitener explained it is a pump station emergency repair and just needs to be ratified. Mayor Whitener stated she did not believe we have received quotes for the repair yet. Zoning and Land Development Jeff Stewart advised Utility Director Rebecca Harkins said they are still working on getting the quotes and repairs done.

Mayor Donna Whitener stated this will need to be tabled for the next council. Mayor Whitener said there are pictures of the leak and since the workstations are so old, they must have a lot of work done. Mayor Whitener stated they may need to consider this a big project, especially once they do the water lines in there.

Council Member Mike Pater made a motion to table this until the next council.

Council Member Nathan Fitts seconded the motion.

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16) Replacement for gutters on Baugh House – JS

Zoning and land development Jeff Stewart stated he has been working on this for several months. Jeff advised the gutters and down spouts are old on the house and need replacement. He stated he received two quotes and one is significantly higher than the other. The higher quote of the two is for galvalume gutters, which is what they have now, and the other quote is to replace them with traditional gutters.

Mayor Donna Whitener asked if any of the council members knew if the Baugh house was on the historical registry, and if so, the gutters will have to be kept the same as they have it now. Mayor Whitener suggested this item be tabled to give time to check if the Baugh house is on the historical registry.

Council Member Mike Panter made a motion to table.

Council Member Nathan Fitts seconded the motion.

ROBBIE (X) MIKE (M) NATHAN (S) RHONDA (X)

All in favor. Motion passed.

17) Dye Electric Invoices – MR

Finance Director Michael Richardson came up to the podium to speak on this issue. Mr. Richardson explained in late November we received 27 invoices from Mr. Dye dating back from work performed in 2010 through 2021. Michael stated he has talked with department heads and was able to verify as much as he could, that the work was requested by the city and performed.

Mr. Richardson stated according to accounting principles, you are supposed to report expenses in the period in which they occurred in and is not possible for \$35,000 of the \$38,000 since they predate 2021. Mr. Richardson said he met with Mr. Dye regarding this and asked why we were just now receiving the invoices and Mr. Dye explained his workload exceeded his capacity. Council Member Rhonda Haight stated we have been paying him periodically for work done, but never submitted these invoices.

Finance Director Michael Richardson stated he researched the statute of limitations for billing, and it is six years.

Council Member Rhonda Haight explained at the end of each year they do a final ratification of the budget and they have been finalized for years and believes this is irresponsible to not turn in invoices. Mrs. Haight stated this creates an issue on many levels, since those budgets have already been finalized, the expenses will come out of the new budget.

Council Member Mike Panter stated Mr. Dye has done work for him in the past and has always had the issue of not turning invoices in on time.

Mayor Donna Whitener asked Mr. Richardson if any of the department heads said some of the invoices should have not been billed. Council Member Rhonda Haight stated the majority of the invoices were done by Mayor Whitener, and some done over budget and not turned in. Mrs.

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Haight stated Court Clerk/ Office Manager Barbie Gerald had signed some stating she knew the work was done but was not at her request.

Mr. Ricardson stated he spoke with Mr. Dye regarding the invoices and stated the invoices received is the total of what he intended to bill the city for work done. Mr. Richardson stated he believes there should be a time frame in which Mr. Dye has to submit his invoices for work done.

Council Member Rhonda Haight stated she does not feel comfortable paying the invoices and would prefer to speak to an attorney and table this issue.

Council Member Mike Panter stated his recommendation is to pay him up until the six years. Finance Director Michael Richardson stated the only issue is most of the dates for the invoices were estimate by employees from their recollection.

Council Member Nathan Fitts stated he does not feel comfortable with voting on it and spending taxpayers' money.

Council Member Rhonda Haight stated she would like to get an Attorney's opinion before they vote to pay him for the six years.

Council Member Nathan Fitts made a motion to pay Mr. Dye for the last six years of invoices immediately.

Council Member Rhonda Haight seconded the motion.

ROBBIE (X) MIKE (X) NATHAN (M) RHONDA (S)

All in favor. Motion passed to pay Mr. Dye for past six years of invoices totaling in \$28,995.44.

Executive Session (if needed)

Not needed.

Adjournment

Council Member Mike Panter made a motion to adjourn the meeting.

Council Member Rhonda Haight seconded the motion.

All in favor.

DRAFT ONE

Mayor and City Council Introduction and Overview

City Mission Statement

The City has adopted a Mission Statement that guides the actions of the organization, provides a sense of direction and purpose, and guides decision making through, Quality Service, Community Leadership, and Innovation in Local Government.

“Our mission is to enrich the quality of life in Blue Ridge for all our citizens. We pledge to work in partnership with our residents, **all stake holders and the Fannin County government** to protect, preserve and secure the quaintness of our small-town community and to enhance the natural beauty of our environment.”

City Organizational Values (VALUES ARE ATTACHED)

The City has adopted a set of core values that guide the organization **in** its behavior, beliefs, and performance through • Integrity • Productivity • Stewardship • Empathy • Leadership • Collaboration • Service • Professionalism • Innovation • Accountability **and** Honesty.

Interpersonal Standards, Protocols, and Ground Rules

The Council values and promotes a positive and productive working relationship amongst itself and with neighboring colleagues, **s**taff, and the public. Therefore, the Council has adopted a set of interpersonal standards, operating protocols, and ground rules to foster and promote collaborative, respectful, and healthy working relationships as follows: • Always conduct oneself in a professional, courteous, and respectful manner. • Never compromise your personal integrity or the honor and good faith of the city. • Do not criticize in public. **I**ssues should be addressed in private when possible • Listen attentively, avoid interrupting. **B**e respectful, even with those **with whom** you disagree. • Do not act as a committee of one. **G**overning a city requires a team effort. • Remember, we represent all of the people, not a select few interests. • Arrive on time and be prepared for meetings. **R**ead, and study your materials beforehand. • Avoid engaging in debates with the public or individual citizens. • Avoid texting, e-mailing, making or receiving calls during meetings. • Strive for consensus as an operating goal. • Always be respectful of one another, the public **and** city staff. • Be open, honest, and diplomatic when communicating. • Accept constructive input and feedback. • Return calls and respond to inquiries in a timely manner. • Do not spring surprises

on colleagues and staff, especially at formal meetings. **Notify** others of issues and concerns ahead of time. • Respect and support decisions made by the majority of the Council. • Make decisions based on the laws and be consistent. • Do not be misled by the strong demands of special interest groups; find the long-term public interest of the community as a whole. • Do not make promises you cannot deliver; many decisions and actions require the approval of the governing body or must be consistent with adopted policy. • Never allow conflicts of interest to arise between your public duties and your private interests. • Be respectful of differences, accept disagreements, vote, and move on. • Do not personally criticize other Council members who vote against or disagree with you.

• Participate in official meetings with the dignity and decorum fitting of those who hold a position of public trust. • Vote yes or no on motions. **Do** not abstain, except when you have a conflict of interest. • Do not bypass the system. **Stick** to policy and avoid personal involvement in the day to-day operations of the City. • Be friendly and deal effectively with the news media. **Make** sure what you say is accurate. Do not give answers when you are not sure. • Respect the letter and the intent of the open meetings law.

Blue Ridge City Council Meeting Rules of Procedures

These City Council Meeting Rules of Procedure policy shall apply to all regular meetings, special called meetings, townhall meetings or other meeting which meet the definition of an “open meeting” under Georgia’s Open Meetings Act. The purpose of the Meeting Rules of Procedure is to ensure that the elected governing body of the City of Blue Ridge can effectively and efficiently conduct official city business in a productive, professional, and timely manner.

The Agenda

- a. All agenda items must be submitted to the mayor prior to being added to the agenda. All agenda items must be submitted at least seven (7) calendar days prior to the meeting. However, subject to these Rules, the Mayor may add items to the agenda within the five (7) days, if deemed necessary.
- b. The mayor may add a **consent** agenda, (A **consent** agenda allows approval of multiple items together without discussion or individual motion.
- c. The mayor shall provide the City Council all materials and information for the **consent** agenda and other agenda items at least five (5) days prior to the meeting. The meeting agenda and information on agenda items shall be available to the public five (5) days prior to the meeting date via the city website www.cityofblueridgega.gov. The agenda will also be posted at city hall five (5) days prior to the meeting date.
- d. All agenda items shall be introduced by the mayor. For agenda items requiring a vote, once the agenda item has been introduced, the mayor shall request a Motion by a Council Member, if another Council Member does not make an immediate second, the mayor shall ask for a second and when received, discussion can start. After any applicable discussion, the mayor shall call for a vote on the motion.
- e. Each agenda item shall be limited to five (5) minutes for discussion.
- f. Agenda items shall be listed in the appropriate category and listed in the following order:

- 1. Call Meeting to Order
- 2. Prayer and Pledge of Allegiance

3. Approval of Minutes from Previous Meeting.
4. Approval of Agenda or Motion to Amend Agenda (if applicable).
5. Called public hearings (rezoning or appeals authorized by Ordinance)
6. **Consent** Agenda (multiply items for approval at once, set by the Mayor)
7. Action Agenda Items (Items requiring the approval of the Council)
8. Discussion Agenda Items
9. Reports
10. Public Comments
11. Executive Session (if needed)
12. Adjournment

Public Comments

- a. Members of the public may address the Council regarding city related business. A maximum of three (3) minutes shall be allowed per individual during public comments.
- b. Except for town-hall meetings, public comments are not allowed for the purpose of asking questions and answers of the Mayor and City Council or other City representatives during the meeting. The Mayor or Council Members shall not engage in responding to comments or questions brought forth by individuals under the Public Comments section of the agenda.
- c. The mayor may interrupt public comments that relate negatively to others or are otherwise inappropriate.

Zoning or Appeal Hearings Procedure

The following rules of procedure shall apply to any public hearing on a rezoning request and any appeal from a decision of the Zoning Board of Appeals and shall be as follows:

- (1) The case shall be called, and the Land Development/Zoning Manager or his/her designee shall describe the request or appeal. If the hearing is a public hearing on a rezoning request, the Land Development/Zoning Manager or his/her designee shall present a Staff recommendation for approval, approval with conditions or denial and state a brief summary to support the recommendation.

(2) Georgia law requires applicants and opponents of cases to complete and file disclosure forms prior to speaking for or against a proposal. The disclosure forms will be provided at the meeting. No person shall be allowed to speak without complying with Georgia law.

(3) Representatives/applicants, as a group, and representatives/opponents, as a group, shall be given a maximum of ten (10) minutes for each side to present its case, unless, by unanimous vote, more time is allotted by City Council. The City Attorney and/or the City Clerk shall be responsible for keeping time. Any groups which are present are encouraged to choose a spokesperson to present their views as the time limit is not per speaker but ten (10) minutes collectively.

(4) As each case is called, all witnesses for the applicant and opponents shall first be sworn prior to making their presentations.

(5) Voting on cases will take place as to each case immediately following the close of the public hearing of the same case. However, discussion shall be allowed between members of the City Council.

(6) No further public input will be allowed unless questions come through the City Council. Any question by a Council Member and answer does not count for or against the ten (10) minute time limit set forth above.

(7) The case shall be called, and the Land Development/Zoning Manager or his/her designee shall describe the request or appeal. If the hearing is a public hearing on a rezoning request, the Land Development/Zoning Manager or his/her designee shall present a Staff recommendation for approval, approval with conditions or denial and state a brief summary to support the recommendation.

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Decorum in Council Meetings

Members of the public must comply with the following rules of decorum:

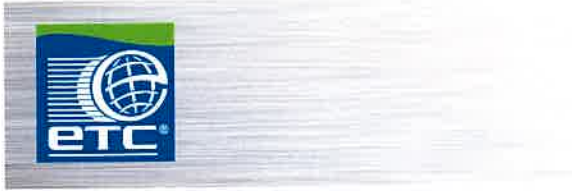
Once a meeting has been called to order there shall be no comments allowed from any member of the public including inappropriate, offensive, impertinent, profanity or insulting comments to the Mayor, City Council, or other City Representative or between individuals. There shall be no clapping, cheering, opposition gestures or disruptive actions allowed during the meeting. Cell phone ringers must be set on silent during the meeting.

WAIVER OF THESE RULES

Upon proper Motion by a City Council Member, a proper second and a unanimous approval by the City Council, these rules may be suspended for any purpose deemed necessary and appropriate. The suspension may be for one specific item or for numerous items. However, the suspension shall last no longer than the meeting in which these Rules were suspended. In the event of a suspension, and unless other procedures are adopted, Roberts Rules of Order shall be the procedure followed.

ROBERTS RULES OF ORDER SUMMARY SHEET ATTACHED WITH

CITY CORE VALUES, MISSION STATEMENT VISION STATEMENT AND
GOALS AS REVIEWED AND AGREED BY UNANMOUS APPROVAL BY
NEWLY ELECTED CITY COUNCIL JANUARY 18, 2022



BUSINESS  BUSINESS
ETCBUSINESS.COM

Dear Customer

Enclosed is a Service Agreement renewal for the monthly discount on your service with ETC. It is the same terms as the previous expired Agreement. You may sign and email back to ad@ellijay.com, fax to 706-697-5689 or drop in the mailbox to 224 Dalton St., P.O. Box 0, Ellijay Ga. 30540 to continue your monthly savings. If you have any questions please feel free to contact me. We appreciate your business.

Thanks



Alan Davenport
ETC Business Applications Specialist
224 Dalton St., P.O. Box 0, Ellijay, GA 30540

Email: ad@ellijay.com | Web: northganow.com

**Office: Ellijay 706.697.5533 | Jasper 706.253.5534 | Blue Ridge:
706.946.5533**

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ETC SERVICE AGREEMENT

This Agreement ("Agreement") is entered into between

Blue Ridge City Water Plant

"Customer") and ETC Communications, LLC ("ETC")

For good and valuable consideration, including the mutual promises contained herein, Customer orders from ETC the services identified Agreement ("Agreement") incorporated herein for service ("Service"). Customer and ETC agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in "Item(s) to be Discounted" section, in addition to all federal, state and local taxes that are applicable.

The undersigned representative on behalf of Customer represents that he or she is authorized to enter into this Agreement for Customer, and that he or she and Customer have complied with all legal requirements for entering into this Agreement and to ordering Services pursuant to this Agreement. This Agreement is effective upon the Customer's signature to this Agreement and is subject to and controlled by the Tariff and may be revised from time to time by applicable regulatory authorities.

The term of this Agreement is 36 months. Customer may terminate the Agreement with written notice thirty days prior to termination. Upon termination of this Agreement, prior to the end of the term, ETC shall be entitled to payment of all credits given to Customer under the terms of this Agreement and reimbursement of all installation charges ETC did not charge Customer during the term of this Agreement. Upon the end of the term for this Agreement, all ETC equipment shall be returned that is in Customer's possession.

Item(s) to be Discounted

Discount Percentage or Credit

Ignite Internet & Telephone Line(s)

25 %

Agreement Start Date: 8-10-2021

Agreement End Date: 8-09-2024

Authorized Customer Signature: _____

Date:

Printed Name: _____

Title: _____

ETC Representative: Alan Davenport AD

Date: 8-10-2021

Printed Name: Alan Davenport _____

Title: Business Applications Specialist



BUSINESS **2** BUSINESS
ETCBUSINESS.COM

Dear Customer

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Thanks



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ETC SERVICE AGREEMENT

This Agreement ("Agreement") is entered into between

Blue Ridge City Police Station "Customer") and ETC Communications, LLC ("ETC")

For good and valuable consideration, including the mutual promises contained herein, Customer orders from ETC the services identified Agreement ("Agreement") incorporated herein for service ("Service"). Customer and ETC agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in "Item(s) to be Discounted" section, in addition to all federal, state and local taxes that are applicable.

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Item(s) to be Discounted	Discount Percentage or Credit
Ignite Internet & Telephone Line(s)	25 %

Agreement Start Date: 8-10-2021

Agreement End Date: 8-09-2024

Authorized Customer Signature: _____

Date:

Printed Name: _____

Title: _____

ETC Representative: Alan Davenport AD

Date: 8-10-2021

Printed Name: Alan Davenport _____

Title: Business Applications Specialist



BUSINESS **2** BUSINESS
ETCBUSINESS.COM

Dear Customer

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Thanks



Alan Davenport
ETC Business Applications Specialist
224 Dalton St., P.O. Box 0, Ellijay, GA 30540

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ETC SERVICE AGREEMENT

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Blue Ridge City Hall & Water Dept. "Customer") and ETC Communications, LLC ("ETC")

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Item(s) to be Discounted	Discount Percentage or Credit
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Ignite Internet & Telephone Line(s)	25 %
-------------------------------------	------

Agreement Start Date: 8-10-2021

Agreement End Date: 8-09-2024

Authorized Customer Signature: _____

Date:

Printed Name: _____

Title: _____

ETC Representative: Alan Davenport 

Date: 8-10-2021

Printed Name: Alan Davenport

Title: Business Applications Specialist

QUOTATION TO:

ETC Valued Customer

PROPOSAL:

Contract Savings off your local Dial-Tone

You had signed an ETC Service Agreement that gives you a savings off of your local phone and internet services that you have with ETC.

I wanted to make you aware that your contract has expired on 8.27.21 however ETC has not removed your \$108.02 discount from your ETC statement.

ETC does not do an automatic contract renewal, I have included a contract with this letter, if you Wish to continue to receive the contract savings please sign and return the contract to me thank You and have a blessed day.

Mitchell Pack

Business Applications Specialist

Office 706-697-5754

Fax 706-697-5689

E-Mail mpack@ellijay.com



ETC Service Agreement

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The undersigned representative on behalf of Customer represents that he or she is authorized to enter into this Agreement for Customer, and that he or she and Customer have complied with all legal requirements for entering into this Agreement and to ordering Services pursuant to this Agreement.

This Agreement is effective upon the Customer's signature to this Agreement and is subject to and controlled by the Tariff and may be revised from time to time by applicable regulatory authorities.

The term of this Agreement is 36 months. Customer may terminate the Agreement with written notice thirty days prior to termination. Upon termination of this Agreement, prior to the end of the term, ETC shall be entitled to payment of all credits given to Customer under the terms of this Agreement and reimbursement of all installation charges ETC did not charge Customer during the term of this Agreement. Upon the end of the term for this Agreement, all ETC equipment shall be returned that is in Customer's possession.

Item(s) to be Discounted

Discount Percentage or Credit

<u>706.632.2091 & all tied lines</u>	<u>25%</u>
<u>Internet</u>	

Agreement Start Date: 8.27.21

Agreement End Date: 8.27.24

Authorized Customer Signature: _____

Date: _____

Printed Name: _____

Title: _____

ETC Representative: Mitchell Pack

Date: 9.27.21

Printed Name: Mitchell Pack

Title: Business Apps. Specialist

QUOTATION TO:

ETC Valued Customer

PROPOSAL:

Contract Savings off your local Dial-Tone

You had signed an ETC Service Agreement that gives you a savings off of your local phone and internet services that you have with ETC.

I wanted to make you aware that your contract has expired on 8.27.21 however ETC has not removed your 985.65 discount from your ETC statement.

ETC does not do an automatic contract renewal, I have included a contract with this letter, if you Wish to continue to receive the contract savings please sign and return the contract to me thank You and have a blessed day.

Mitchell Pack

Business Applications Specialist
Office 706-697-5754
Fax 706-697-5689
E-Mail mpack@ellijay.com



ETC Service Agreement

This Agreement ("Agreement") is entered into between

Blue Ridge City Water Plant ("Customer") and ETC Communications, LLC ("ETC")

For good and valuable consideration, including the mutual promises contained herein, Customer orders from ETC the services identified Agreement ("Agreement") incorporated herein for service ("Service"). Customer and ETC agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in "Item(s) to be Discounted" section, in addition to all federal, state and local taxes that are applicable.

The undersigned representative on behalf of Customer represents that he or she is authorized to enter into this Agreement for Customer, and that he or she and Customer have complied with all legal requirements for entering into this Agreement and to ordering Services pursuant to this Agreement.

This Agreement is effective upon the Customer's signature to this Agreement and is subject to and controlled by the Tariff and may be revised from time to time by applicable regulatory authorities.

The term of this Agreement is 36 months. Customer may terminate the Agreement with written notice thirty days prior to termination. Upon termination of this Agreement, prior to the end of the term, ETC shall be entitled to payment of all credits given to Customer under the terms of this Agreement and reimbursement of all installation charges ETC did not charge Customer during the term of this Agreement. Upon the end of the term for this Agreement, all ETC equipment shall be returned that is in Customer's possession.

Item(s) to be Discounted	Discount Percentage or Credit
<u>706.632-2524 & all tied lines</u>	<u>25%</u>
<u>Internet</u>	

Agreement Start Date: 8.27.21

Agreement End Date: 8.27.24

Authorized Customer Signature: _____

Date: _____

Printed Name: _____

Title: _____

ETC Representative: Mitchell Pack

Date: 9.27.21

Printed Name: Mitchell Pack

Title: Business Apps Specialist

QUOTATION TO: ETC Valued Customer

PROPOSAL: Contract Savings off your local Dial-Tone

You had signed an ETC Service Agreement that gives you a savings off of your local phone and internet services that you have with ETC.

I wanted to make you aware that your contract has expired on 9.27.21 however ETC has not removed your \$30.26 discount from your ETC statement.

ETC does not do an automatic contract renewal, I have included a contract with this letter, if you Wish to continue to receive the contract savings please sign and return the contract to me thank You and have a blessed day.

Mitchell Pack

Business Applications Specialist
Office 706-697-5754
Fax 706-697-5689
E-Mail mpack@ellijay.com



ETC Service Agreement

This Agreement ("Agreement") is entered into between

Blue Ridge City Police Station ("Customer") and ETC Communications, LLC ("ETC")

For good and valuable consideration, including the mutual promises contained herein, Customer orders from ETC the services identified Agreement ("Agreement") incorporated herein for service ("Service"). Customer and ETC agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in "Item(s) to be Discounted" section, in addition to all federal, state and local taxes that are applicable.

The undersigned representative on behalf of Customer represents that he or she is authorized to enter into this Agreement for Customer, and that he or she and Customer have complied with all legal requirements for entering into this Agreement and to ordering Services pursuant to this Agreement.

This Agreement is effective upon the Customer's signature to this Agreement and is subject to and controlled by the Tariff and may be revised from time to time by applicable regulatory authorities.

The term of this Agreement is 36 months. Customer may terminate the Agreement with written notice thirty days prior to termination. Upon termination of this Agreement, prior to the end of the term, ETC shall be entitled to payment of all credits given to Customer under the terms of this Agreement and reimbursement of all installation charges ETC did not charge Customer during the term of this Agreement. Upon the end of the term for this Agreement, all ETC equipment shall be returned that is in Customer's possession.

Item(s) to be Discounted	Discount Percentage or Credit
<u>706.632-3451 full time lines</u>	<u>25%</u>
<u>Internet</u>	

Agreement Start Date: 8.27.21

Agreement End Date: 8.27.24

Authorized Customer Signature: _____

Date: _____

Printed Name: _____

Title: _____

ETC Representative: Mitchell Pack

Date: 9.27.21

Printed Name: Mitchell Pack

Title: Business Apps Specialist

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the power of instant communication

FEATURES

Easy. Secure. Reliable.

Hyper-Reach® was built from the ground up as an **Emergency** mass notification system. Designed to give public safety and emergency communicators the power to create and send messages easily with intuitive web and mobile interfaces, the full range of delivery options and immediate feedback and reporting.



FEATURES

- **Web and Phone-based Community Sign-up** allows citizens to register and manage their messaging, with or *without* a computer.
- **RecordTime™**: Record messages in your voice, *on your PC* for maximum speed.
- **IPAWS/WEA**: Reach mobile phones regardless of registration.
- **Mobile Smartphone App**: The next generation of message delivery.
- **Hyper-Reach Mapping**: the fastest, easiest mapping you'll ever use.
- **Premium SMS Text Messaging** for the fastest possible delivery.
- **Automated Weather Alerts**: Immediate alerts using National Weather Service warnings.
- **PerfectAnswer™**: Makes your message sound more natural, so more people listen to it.

- **Language Support**: Send your message in Spanish, French, or any language you want.
- **Recipient Response**: Lets you ask for and get answers to your messages.
- Easily manage and use **Multiple Contact Lists**.
- **Powerful Controls**: Number of and intervals between attempts, time of day, etc.
- **Wellness Checks**: to keep tabs on vulnerable citizens.
- **Tiered Login**: privileges to manage multiple users, departments and sub accounts.
- **Text to Speech**: that you can understand.

OUR COMMITMENT

We never compromise our standards. Determined to remain the easiest-to-use full-featured emergency mass notification service, we are committed to treating our customers with speed, intelligence, and courtesy.

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Find out for yourself!

Put the power of preparedness in your hands.

Call the Asher Group at **855-2NOTIFY (855) 266-8439**.

Visit us at www.hyper-reach.com or send us an e-mail at info@ashergroup.com

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Toll Free: 1-855-266-8439

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Hyper-Reach Image Reach™

Increase the Impact of Your Message by Six Times or More!

To reach people in the most effective way, you need to add pictures, maps, video and other media whenever it's useful and available. **Now**, with our **exclusive** Image Reach feature, you can quickly add images and other files, along with extended text to your emergency alerts. Here's how it works:



1. You create your basic text, email or social media message;
2. You upload the picture file;
3. We create a unique URL that's included in your text, email or social media message;
4. When your recipient gets the message, they click on the link and see the image you sent.

The results are powerful: With a picture worth 1,000 words, you've increased the power of your message by more than six times. And since people share more messages with images, you'll reach more people. More message, more people, more effectively. That's reach!

OUR COMMITMENT

We never compromise our standards. We are determined to remain the easiest-to-use full-featured emergency mass notification service. We are committed to treating you, our customers, with speed, intelligence, and courtesy. And you can count on that.

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Now has the Power of I.P.A.W.S.

A whole new era in Emergency Notification is now as close as your Hyper-Reach® system.

I.P.A.W.S. (Integrated Public Alert and Warning System) allows a certified agency to notify people within reach of a local cell tower about an impending emergency. This means that even someone driving through your area – no sign up needed, no residency needed – will be alerted within minutes.

Hyper-Reach is among the first emergency notification systems to be certified and offer technology for notifying the public of emergencies.

- No data to collect.
- Access people you cannot normally reach such as commuters traveling through your area.
- No sign up required from the community.
- Affordable during tough budget times.
- No minutes to buy.
- Enhances your current notification methods, or as a stand alone solution.
- No hosting equipment to store or maintain on site.

In truth, there is no way that a community can afford to go without **I.P.A.W.S.** The cost of saving one life or one minute of response time is far more than the cost of Hyper-Reach's **I.P.A.W.S.**

Ask us how to get certified!

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Find out for yourself!

Put the power of preparedness in your hands.

Call the Asher Group at **855-2NOTIFY (855) 266-8439**, or your local sales representative. Visit us at www.hyper-reach.com or send us an e-mail at info@ashergroup.com.

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MAPPING

Easy. Secure. Reliable.

**OUR CUSTOMERS
DRIVE OUR
DEVELOPMENT**

Improved with even more mapping enhancements. Hyper-Reach, the already easy to use mapping solution is more accurate, more efficient and yes, even more user friendly.

Faster, Easier, More Accurate!

Of course we built-in user friendly features like exclusion of designated addresses, **direct integration with your 9-1-1 ANI/ALI data**, cloned campaigns, and full web access with no specialized hardware or software needed.

- ✓ **IT'S EASY** to navigate and pinpoint locations.
- ✓ **IT'S EASY** to zoom in and out.
- ✓ **IT'S EASY** to find streets, intersections and buildings.
- ✓ **IT'S EASY** to get a satellite view of your target area.
- ✓ **IT'S EASY** to auto-save pre-designated shapes at the press of a button (sectors, zones, police beats).
- ✓ **IT'S EASY** to search address points with exploded view.



Alert Your Community with Cutting Edge Speed and Accuracy!

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Find out for yourself!

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Mobile: The Next Generation of Messaging

Harness the Power of Mobile Technology to Get Your Message out Fast.

- Mobile-based interface for creating and sending messages
- Smartphone app for citizens to receive and manage messages.
- IPAWS/WEA for message delivery to all mobile phones.*
- Comprehensive outreach strategy to get phones registered and apps downloaded.
- The only company willing to guarantee registration rates.

* WEA equipped phones only



*More citizens have
mobile phones
than landlines.
Can you reach them?*



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Visit us at www.hyper-reach.com or send us an e-mail at info@ashergroup.com.

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Communication Saves Lives



"The Hyper-reach system is easy to use. It helps us in a timely, quick manner. The Customer service is excellent – above and beyond, unlike our previous vendor who promised us service but didn't follow through."

Dan Miller
Emergency Services Specialist, Saratoga County, New York

"The Hyper-Reach people are excellent to work with, timely, expeditious. It's an easy to use system!"

Dave Costin
911 Director, Putnam County, Indiana

"The most reliable system I have ever used, coupled with the simplicity of use makes Hyper-Reach our choice. "

Chris Masiongale
911 Director, Overton-Pickett Counties, Tennessee

"H-R makes it extremely easy to contact officers for short notice overtime. We can call the SWAT team in one call without the dispatcher having to make separate calls. We find that Hyper-Reach comes in handy for just about anything we want to tell people: fireworks bans, water main breaks."

Don Sax
Police Captain, City of Belleville, Illinois

"Hyper-reach is an invaluable tool for reaching the public when the need arises. Hyper-reach allows for targeted messages to be sent to the public for local area emergencies such as missing people, barricaded gunman or other localized events."

John Merklinger
911 Director, Monroe County, New York

Find out for yourself!

Put the power of preparedness in your hands.

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Fannin County
Emergency Management Agency
Fire / Rescue / EMS
20 Station Ridge
Blue Ridge, GA 30513
Phone: (706) 632-1958



Last year upon renewal of our Public Alerting System, NIXLE informed us that they were going from unlimited usage to a “global messaging credits model” with an annual allotment of messaging credits. Once our messaging credits are used up, we would have to pay an additional fee for more credits. Because of their change on our account, we have had to limit messaging, when possible, to avoid additional fees by excluding some of the less urgent weather notices and trying to combine multiple messages into one. Additionally, we had to stop sending non-urgent information such as COVID guidelines and other information out through this channel to prevent overages.

Fannin County and the 3 participating municipalities cooperate to pay for the alerting service and our invoice last April was \$8,022.67 for NIXLE. I think paying that much for the service should have entitled us to be able to send what we needed when we needed to send it.

We have chosen to change service to a vendor that allows for unlimited messaging for our County and Cities. Our current contract with NIXLE is set to automatically renew April 1st and we have notified them that we do not intend to renew.

I have recommended, and the County passed at its January 11 meeting, to change vendors to Hyper-reach Alerting. We have looked at several companies and found two that are very similar and provide the service we need. The other company was Code Red, but with similar features and benefits, they are \$993.60 higher priced than Hyper-reach.

The annual cost for Hyper-reach Alerting is \$6,000 which is a savings of \$2,022.67 over what we are paying now for NIXLE. We have agreed to a 5 year contract so we can lock the \$6,000 price in for the length of that contract. Additionally, they have agreed to give us extra time on our first year at no additional cost, so we can start getting the public opted in by sending messages out over our current system between now and April 1, asking everyone to switch by opting in to the new system.

This new system offers an App for smartphones, and multiple ways to sign up and opt in. We can set up multiple private groups for messaging within our various departments. Each City would be able to have its own login to send messages within their jurisdictions for things like water main breaks, etc. One of the biggest feature upgrades, however, is being able to send 500 character text messages instead of the 117 characters we can use now.

Gilmer and Murray County both use Hyper-reach as well as Polk County, TN and all highly recommend this vendor.

Fannin County and the Cities yearly payment for this service during the initial contract term of 5 years would be as follows:

Fannin County	46%	\$2,760 per year
City of Blue Ridge	23%	\$1,380 per year
City of McCaysville	23%	\$1,380 per year
City of Morganton	8%	\$ 480 per year

This passed at the Fannin County Board of Commissioners meeting on Tuesday, January 11, and I would like for each City to present it at the next available Council meeting for each respective City. It is critical that we get this passed immediately so that we can have time to use the current system to get people transitioned to the new one before April 1 since they will have to opt into the new system.

New alerting system

Robert Graham <rgraham@fannincountyga.org>

Wed 1/12/2022 4:41 PM

To: City Clerk <cityclerk@cityofblueridgega.gov>; McCaysville City Clerk <ngodfrey@etcmail.com>; morganton ga clerk <morgantongaclerk@yahoo.com>

📎 3 attachments (3 MB)

Hyper-Reach General Info.pdf; Alerting Proposal 2022.docx; Nixle MOU 2014.pdf;

Please find attached, information and brochures on the new alerting system the County has contracted with. The company is Hyper-reach Alerting. We plan to have the system go live on April 1 when the NIXLE contract expires. Fannin County will pay the total yearly invoice of \$6,000 and we ask each City to agree to continue to pay a percentage of that cost back to Fannin County for use of the system within each jurisdiction. The yearly cost breakdown for each City is on the proposal attached, and as you can see, the cost for each jurisdiction is less than we have been paying. When we get the system set up, we would also like to get a notice or insert in each water bill to get as many people signed up on the system as possible. There will be multiple ways to sign up including an app for smartphones.

I would really like to get this approved by all Cities this month so we can complete set up. I am attaching the previous agreement between Fannin County and the Cities for reference also.

If you have questions, please contact me at 706-632-1958 or my cell at: 706-851-4830.

Thank you,



Robert M. Graham, GaAdvCEM
Director
Fannin County Emergency Management Agency
Fire-EMS-911
20 Station Ridge
Blue Ridge, Georgia 30513
706-632-1958
706-632-8003



AGREEMENT FOR PARKING MANAGEMENT SERVICE

1. Parties to this agreement

The City of Blue Ridge located at 480 West First Street, Blue Ridge, GA, 30513.

Executive Parking Systems, Inc., a Georgia corporation whose address is 3155 Roswell Road, Suite 300, Atlanta, Georgia 30305 ("EPS").

2. Purpose of Agreement

The City hires EPS to perform professional parking management services at The City of Blue Ridge owned, leased, or otherwise controlled properties ("City Properties"). The City of Blue Ridge will provide all required off-site parking for EPS to park vehicles.

3. Effective Date of this Agreement

November 1, 2020.

4. Initial term of this Agreement

One-year and self-renewing on an annual basis for a period not to exceed four years ("Initial Self-Renewing Period"). However, after the Initial Self-Renewing Period, the parties may extend for a secondary self-renewing period. If the parties do not provide the notice of termination as provided hereunder, this Agreement shall renew twelve months from the effective date.

5. Right to Terminate Agreement

Termination shall be initiated by either party, given that the other party provides least 30 days written notice in advance of the termination date at the addresses listed above and with a copy to James Balli, City Attorney, 1600 Parkwood Circle SE, Suite #200, Atlanta, Georgia 30339, or other such address as may be provided in writing.

6. EPS duties

- (A) To furnish parking management services to patrons of The City of Blue Ridge.
- (B) To furnish parking services on and about the City Properties at the following times:

24 hours a day/7 days a week/365 days a year
- (C) To provide appropriate signage for the City regarding parking in a form approved by the City. Cost of signs is considered an operating expense when calculating the revenues in below section 7(C).

7. The City of Blue Ridge duties

- (A) To allow EPS to operate parking management and manage our staff independently. All additional services must go through our office to management by calling 404-688-0801 or an email to Dan@ParkEPS.com or Zwojohn@ParkEPS.com.
- (B) To allow EPS to keep 25% of the Net Operating Income each month from all City Properties, which is the total income made per month per location minus EPS operating expenses. EPS will also be available for consulting services for meetings as needed with notice. Following each month, EPS shall timely provide the City with a spreadsheet detailing how the Net Operating Income and percentage was calculated and also tender payment to the City on a schedule mutually agreed to by the parties.
- (C) To provide EPS with a yearly schedule of events. Also, provide at least 14 days' notice for any events that are not on that calendar.

8. Insurance

Throughout the term of this Agreement and during any extensions of that term, EPS shall maintain in force and at its own expense the following insurance coverages:

General Liability	\$1,000,000.00
Damage to Premises	\$100,000.00
Med. Expenses (Any one person)	\$5,000.00
Personal & ADV Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products: Comp/OP AGG	\$2,000,000.00
Garage keeper's insurance (auto liability)	up to \$100,000.00 per vehicle
Garage keeper's liability insurance:	\$1,000,000.00

Garage Keepers AGG	\$2,000,000.00
Umbrella Policy	\$5,000,000.00 additional

EPS shall name such legal entity as The City of Blue Ridge as "Additionally Insured" under such policy or policies and shall provide certificate(s) of coverage within ten (10) days of the effective date of this Agreement and upon request. EPS may also list any additional landlords on insurance policies as "Additionally Insured" at the discretion of EPS.

9. Independent contractor relationship

At all times, EPS shall be an independent contractor having control and direction over its business and operations, subject only to the provisions of this Agreement. This Agreement creates no agency, license, partnership, joint venture, or employment relationship between The City of Blue Ridge and EPS. Neither party may make representations tending to create apparent agency, license, partnership, joint venture, or employment. Neither party shall have authority to act for or on the other's behalf, or to bind the other in contract, except as expressly provided in this Agreement. Neither party shall be obligated for the debts or other legal obligations of the other.

10. Non-solicitation of EPS employees

For the one (1) year period immediately following any termination of this Agreement, The City of Blue Ridge shall not employ any EPS employee or solicit any to leave EPS and/or work for The City of Blue Ridge or a valet service provider or parking management competitor of EPS.

11. Dram Shop provision

The parties understand that EPS contends EPS shall owe no duty to any patron to observe, monitor or take any action whatsoever regarding a valet patron's level of intoxication from any source. This does not imply in any way that the City condones any illegal activity by any patron.

12. Collection

If circumstances force EPS to retain the services of an attorney to collect sums due under this Agreement, it shall be entitled to collect a reasonable attorney's fee and interest at the monthly rate of 1.5% in addition to sums otherwise due.

13. Mutual Indemnification and Hold Harmless

Each party shall indemnify the other and hold the other and its principals harmless from and against any cost, liability, suit, claim, action, or cause of action, and reasonable attorneys' fees arising from the party's performance of their respective duties set forth in this Agreement. Notwithstanding any other provision, nothing in this Paragraph or Agreement shall be considered to be a waiver of any immunity granted to the City under the Constitutions of the State of Georgia or the United States.

14. Remedies upon breach

If either party shall fail to fully observe and perform its obligations under this Agreement, the party alleging the existence of a breach shall so notify the other party, giving the other party ten (10) days from receipt of notice to cure the breach. Failure to cure the breach within that time shall permit the non-breaching party to cancel this Agreement immediately. This remedy shall not be exclusive, however, and the parties may avail themselves of any additional rights provided by law.

15. Waiver of Liability

EPS shall not be liable to the City with damage to a vehicle parked on City Properties, unless such damage results exclusively from the gross negligence of EPS. EPS shall have no liability in connection with theft from, theft of or vandalism to a vehicle parked on City Properties, unless such theft or vandalism results exclusively from the gross negligence of EPS.

16. General Provisions

This Agreement shall bind the parties and their respective agents, representatives, successors and permitted assigns.

Notices from one party to the other shall be in writing and shall be sent by statutory overnight delivery, certified mail or hand delivered (with receipt) to a party at the address shown on the first page of this Agreement.

EPS may establish reasonable rules and procedures for carrying out its obligations under this Agreement.

EPS shall not be required to provide security or protective services to patrons or on City Properties.

EPS shall own all lock boxes, signs and other property which it uses in carrying out its duties under this Agreement.

EPS may not assign its rights or responsibilities under this Agreement without the prior written consent of the City.

Georgia law shall govern interpretation of this Agreement. Any litigation shall only be filed in Fannin County Superior Court and no other Court shall have jurisdiction over any action, cause or claim arising out of this Agreement.

This memorandum sets forth the entire agreement between the parties. It supersedes any prior understandings or agreements between them.

The provisions of this Agreement are contractual and not recitals.

Time is of the essence of this Agreement.

No waiver of any breach of any provision or condition of this Agreement on one or more occasions shall constitute a waiver of any subsequent breach of any condition or provision covered by this Agreement. Electronic signatures and copies have the same weight and enforceability as an original document.

This Agreement is dated and made effective as of the date shown in paragraph 3.

[Signatures are on the following page]

SIGNATURE PAGE TO THAT CERTAIN
AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES
BY AND BETWEEN
THE CITY OF BLUE RIDGE
AND
EXECUTIVE PARKING SYSTEMS, INC.

THE CITY OF BLUE RIDGE



SIGNATURE

CEsar J. MARTINEZ II

NAME (PRINTED)

1/12/2021

DATE

EXECUTIVE PARKING SYSTEMS, INC.



SIGNATURE

DANIEL PAUL SCHAFFSTALL

NAME (PRINTED)

1/12/2021

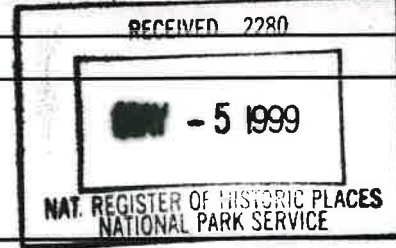
DATE

NATIONAL REGISTER OF HISTORIC PLACES REGISTRATION FORM

This form is for use in nominating or requesting determinations of eligibility for individual properties or districts. See instructions in "Guidelines for Completing National Register Forms" (National Register Bulletin 16). Complete each item by marking "x" in the appropriate box or by entering the requested information. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, styles, materials, and areas of significance, enter only the categories and subcategories listed in the instructions. For additional space use continuation sheets (Form 10-900a). Type all entries.

1. Name of Property

historic name James W. Baugh Homeplace
other names/site number Baugh House Museum



2. Location

street & number Southeast corner of West First Street and Messer Street.
city, town Blue Ridge
county Fannin code GA 111
state Georgia code GA zip code 30513

(n/a) vicinity of

(n/a) not for publication

3. Classification

Ownership of Property:

- ☐ private
☒ public-local
☐ public-state
☐ public-federal

Category of Property:

- ☒ building(s)
☐ district
☐ site
☐ structure
☐ object

Number of Resources within Property:

Contributing

Noncontributing

buildings	1	0
sites	0	0
structures	0	0
objects	0	0
total	1	0

Contributing resources previously listed in the National Register: n/a

Name of previous listing: n/a

Name of related multiple property listing: n/a